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7 8	UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE		
9	ISLAND TUG AND BARGE CO., a Washington corporation,		
10	Plaintiff,	IN ADMIRALTY	
11	v.	NO.	
12	CASA, L.L.C., an Alaska limited liability		
13	company,	COMPLAINT FOR	
14	and	MONEY DAMAGES	
15	Charles D. Bates, an Alaska resident,		
16	Defendants.		
17	Plaintiff Island Tug and Barge Co. states and	alleges as follows:	
18	I.		
19	JURISDICTI	ON	
20	1. This action arises out of a Standard Space Charter and contemporaneously		
21	executed Credit Agreement ("Agreement") which collectively is a maritime contract over		
22	which the Court has jurisdiction pursuant to 28 U.S.C. §1333.		
23	2. This action also arises between citizer	ns of different states and the amount in	
24	controversy is over \$75,000. The Court thus has juri	sdiction to hear this matter pursuant to 28	
25	U.S.C. § 1332(a)(1).		
26	3. Plaintiff elects to proceed with this matter under the Court's admiralty		
27	jurisdiction pursuant to Federal Rule of Civil Procedure 9(h).		
	COMPLAINT FOR MONEY DAMAGES - 1 - No.:	ATTORNEYS AT LAW BAUER MOYNIHAN & JOHNSON LLP	

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II.

VENUE

4. The Agreement provides for venue in this Court.

III.

FACTS

- 5. Plaintiff Island Tug and Barge Co. ("Island") is a Washington corporation with its principal place of business in Seattle, Washington.
- 6. Defendant Casa, L.L.C. ("Casa") is an Alaska limited liability company with its principal place of business in Anchorage, Alaska.
- 7. Defendant Charles D. Bates ("Bates") is, upon information and belief, a citizen of Alaska and resident of Anchorage, Alaska.
- 8. On May 12, 2010, Island and Casa entered into a Standard Space Charter wherein Island agreed to provide tug and barge services to Casa to transport materials between Anchorage and Nikiski. A true and accurate copy of the Agreement is attached hereto as Exhibit A.
- 9. As part of that charter agreement, Bates also signed a Credit Application with Island in which he agreed to be personally liable for all outstanding sums owed under the charter agreement, and agreed to be held jointly and severally liable with Casa for any such outstanding sums. A true and accurate copy of the Credit Application is attached hereto as Exhibit B.
- 10. Exhibits A and B together represent the complete Agreement among Island, Casa, and Bates.
- 11. Island duly performed its obligations under the Agreement and Island has invoiced defendants for all amounts and interest owed under the Agreement. A copy of the invoices and spreadsheet outlining these invoices is attached hereto as Exhibit C.
- 12. In acknowledgement of their obligation under the Agreement, defendants made a payment of \$175,000.00 in partial satisfaction of these invoices.

COMPLAINT FOR MONEY DAMAGES - 2 - No.:

- 13. In further acknowledgement of their obligations, defendants wrote plaintiff on several occasions recognizing the amounts owed to plaintiff pursuant to the Agreement.
- 14. The Agreement provides that interest on unpaid delinquent amounts shall "accrue interest at the rate of one percent (1%) per month until paid in full."
 - 15. Despite repeated demands defendants have failed to pay the invoiced amounts.

IV.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

- 16. Island incorporates and realleges paragraphs 1 through 15 as if fully set forth here.
- 17. As of the date of filing, defendants are liable to Island for \$287,670.57 pursuant to the Agreement.
- 18. Interest continues to accrue on the unpaid delinquent amounts invoiced to defendants. Defendants remain liable for these continuing charges.
- 19. Despite repeated demands, defendants have failed to pay fully the invoiced amounts.

V.

SECOND CAUSE OF ACTION: ATTORNEYS' FEES

- 20. Island incorporates and realleges paragraphs 1 through 19 as fully set forth here.
- 21. The Standard Space Charter executed on behalf of Casa provides that the substantially prevailing party is entitled to recover its legal fees and costs.
- 22. The credit application executed individually by Bates provides that if litigation arises as the result of a default of payment, Island is entitled to all legal fees, court expenses, and any and all other reasonable expenses incurred to enforce payment.
- 23. Under the Agreement, defendants are liable to Island for Island's legal fees and costs associated with this lawsuit.

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WHEREFORE, Island Tug and Barge Co. prays that the Court award damages and relief against defendants as follows:

- 1. Judgment against defendants in the amount of \$287,670.57 plus any additional interest incurred after the date of this Complaint.
 - 2. Attorneys' fees and costs pursuant to the Agreement;
 - 3. Prejudgment Interest at the rate set in the Agreement (1% per month); and
 - 4. For such other and further relief as the Court deems just and proper.

DATED this Thursday, May 19, 2011.

BAUER MOYNIHAN & JOHNSON LLP

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